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DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

FILE: B-194836

DATE: August 28, 1979

MATTER OF: Margaret Cleve Ramsey - [Relocation Expenses
~~Expenses and~~ Violation of Transportation
Agreement]

DIGEST: An Air Force employee, after signing a transportation agreement was transferred from Barksdale AFB, Louisiana, to Lajes Field, Azores. Three months later she returned to her former position at Barksdale AFB at her own expense, and request. The employee is not required to reimburse the Government for relocation expenses paid by the Government in connection with her transfer to Lajes Field provided she remains in Government service for 12 months. See Matter of Donald E. Boucher, B-181964, December 4, 1974. However, she is not entitled to reimbursement of her relocation costs for her return to Barksdale AFB, as this transfer was for her own convenience. See Matter of Josef D. Prall, B-191482, November 7, 1978.

ISSUES DECIDED

It is decided here that an employee, who signs a transportation agreement, is not required to reimburse the Government for relocation expenses paid in connection with a transfer when the employee returns to her former duty station after 3 months, provided she remains in Government service for 12 months. However, the employee is not entitled to relocation expenses for returning to her former duty station, as this move was for the employee's benefit.

FACTS

Margaret Cleve Ramsey, an employee of the Department of the Air Force, was transferred under a travel authorization issued September 19, 1978, from Barksdale Air Force Base, Louisiana, to Lajes Field, Azores. In connection with this transfer she signed a transportation agreement, agreeing to remain in Government service for 24 months. Approximately three months after her arrival at Lajes Field Mrs. Ramsey was rehired to fill her previous position at Barksdale AFB, Louisiana, and returned to Barksdale AFB at her own expense and request.

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We have been asked by the Accounting and Finance Officer, Headquarters 1605th Air Base Wing at Lajes Field, to determine whether Mrs. Ramsey must repay the Government for relocation costs it reimbursed in connection with her transfer to Lajes Field. The Finance Officer notes that our decision Matter of Donald E. Boucher, B-181964, December 4, 1974, held that para. C4008 of Volume 2, Joint Travel Regulations (JTR), relieves employees of an obligation to reimburse the Government under similar circumstances. However, since para. C4008 has been rewritten and that portion quoted in our decision deleted, he inquires if Matter of Boucher is still applicable.

In addition, the Chief of the the Pay and Travel Systems Division, Directorate of Plans and Systems, Headquarters United States Air Force, has requested that we determine whether Mrs. Ramsey is entitled to transportation expenses for her return travel to Barksdale AFB in light of our decision Matter of Stephen P. Szarka, B-188048, November 30, 1977. In that decision we held that an employee transferred under the merit promotion program was entitled to relocation expenses. This case was forwarded through the Per Diem, Travel and Transportation Allowance Committee and was assigned PDTATAC Control No. 79-11.

OPINION

With regard to Mrs. Ramsey's transfer to Lajes Field, we find that Matter of Boucher is controlling. Although the sentence of para. C4008, which was quoted in that decision has been deleted, the change did not affect the holding in Matter of Boucher. The summary of the changes accompanying the revision of para. C4008 states that an employee is not required to serve 12 months at an overseas location; he is only required to remain in Government service for 12 months, which is the holding in Matter of Boucher. (Change 134, December 1, 1976). In the same set of revisions, para. C4009-3 was amended to read in part, as follows:

- "3. TRANSFERS. An employee serving under a transportation agreement must remain in Government service for at least 12 months following the date he reported to the duty

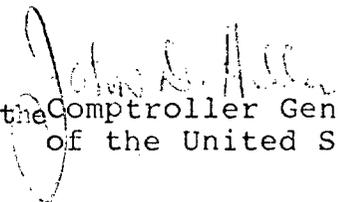
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station incident to which the transportation agreement was signed."

Accordingly, if Mrs. Ramsey remains in Government service for 12 months following her transfer to Lajes Field, she will not be indebted to the Government for the cost of her transfer.

With regard to Mrs. Ramsey's return to Barksdale AFB, we find that she is not entitled to reimbursement for her travel and transportation costs. An employee is entitled to reimbursement of relocation expenses only when the transfer is in the interest of the Government. When an employee is transferred at his or her own request or for his or her convenience, expenses related to the transfer are the responsibility of the employee. See 2 JTR C4100-1 and Matter of Josef D. Prall, B-191482, November 7, 1978.

In our decision Matter of Szarka we followed an Air Force regulation which stated that the transfer of an employee under a merit promotion plan was in the interest of the Government and that the employee was entitled to relocation expenses. The transfer of Mrs. Ramsey to Barksdale AFB was at her own request and for her own convenience, and there is nothing in the record to indicate that it was made as part of a merit promotion program. Therefore, Matter of Szarka is not applicable. Mrs. Ramsey's transfer is similar to the circumstances in Matter of Prall. Accordingly, Mrs. Ramsey is not entitled to relocation expenses in connection with her return to Barksdale AFB.


For the Comptroller General
of the United States